

SERIAL 12051 S MOBILE FLEET WASHING SERVICES

DATE OF LAST REVISION: June 23, 2016

CONTRACT END DATE: June 30, 2017

CONTRACT PERIOD THROUGH JUNE 30, ~~2016~~ 2017

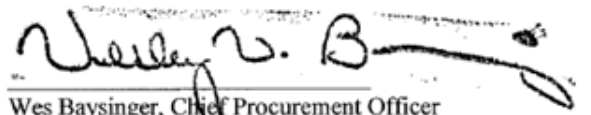
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **MOBILE FLEET WASHING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 20, 2013**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/at
Attach

Copy to: Office of Procurement Services
Sami Birchard, McDOT

FLEETWASH INC, 2844 W WELDON AVE, PHOENIX, AZ 85017

COMPANY NAME: Fleetwash Inc.

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 2844 W Weldon Ave, Phoenix, AZ 85017

REMIT TO ADDRESS: P.O. Box 36014, Newark, NJ 07188-6014

TELEPHONE NUMBER: 951-237-3932

FACSIMILE NUMBER: 909-860-5367

WEB SITE: www.fleetwash.com

REPRESENTATIVE NAME: Brad Webster

REPRESENTATIVE TELEPHONE NUMBER: 951-237-3932

REPRESENTATIVE E-MAIL: bradw@fleetwash.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) **0%** OF TOTAL BID AMOUNT

PAYMENT TERMS:



NET 30 DAYS

Equipment Description					
Title	Scheduled Wash	Interior Cleaned	Vendor's Site Only One Time Wash	Vendor's Site Only Engine Wash	Description
Sedans	\$6.50	\$5.00	\$14.00	\$8.00	Sedans Est. Quantity: 15
Blazers	\$6.50	\$5.00	\$14.00	\$8.00	Blazers Est. Quantity: 4
Suburbans	\$6.50	\$5.00	\$15.00	\$8.00	Suburbans Est. Quantity: 6
Mini-Vans	\$6.50	\$6.00	\$15.00	\$8.00	Mini-Vans Est. Quantity: 1
Full Size Vans	\$6.50	\$6.00	\$15.00	\$8.00	Full Size Vans Est. Quantity: 4
1 Ton (or less) Trucks	\$6.50	\$5.00	\$15.00	\$8.00	1 Ton (or less) Trucks Est. Quantity: 48
1 Ton Barricade Truck	\$8.50	\$5.00	\$15.00	\$8.00	1 Ton Barricade Truck Est. Quantity: 11
Crew Cab Trucks	\$6.50	\$5.00	\$15.00	\$8.00	Crew Cab Trucks Est. Quantity: 12
2-1/2 Trucks	\$8.50	\$5.00	\$15.00	\$8.00	2-1/2 Trucks Est. Quantity: 24
10 Wheel Dump Truck	\$17.90	\$4.90	\$24.90	\$7.90	10 Wheel Dump Truck Est. Quantity: 7
10 Wheel Dump Truck	\$18.00	\$5.00	\$25.00	\$8.00	10 Wheel Dump Truck Est. Quantity: 7

FLEETWASH INC, 2844 W WELDON AVE, PHOENIX, AZ 85017

Semi-End Dump Trucks	\$20.00	\$5.00	\$25.00	\$8.00	Semi-End Dump Trucks Est. Quantity: 2
Water Trucks	\$12.00	\$5.00	\$20.00	\$8.00	Water Trucks Est. Quantity: 22
Transport Trucks	\$20.00	\$5.00	\$25.00	\$8.00	Transport Trucks Est. Quantity: 3
Trailers (when requested)	\$20.00	\$0.00	\$20.00	\$0.00	Trailers (when requested) Est. Quantity: 23
Graders	\$25.00	\$10.00	\$35.00	\$8.00	Graders Est. Quantity: 10
Backhoes	\$25.00	\$10.00	\$35.00	\$8.00	Backhoes Est. Quantity: 9
Loaders	\$30.00	\$10.00	\$40.00	\$8.00	Loaders Est. Quantity: 6
Dozers	\$30.00	\$10.00	\$40.00	\$8.00	Dozers Est. Quantity: 3
Auger, Derrick	\$30.00	\$10.00	\$40.00	\$8.00	Auger, Derrick Est. Quantity: 1
Mowers	\$20.00	\$10.00	\$30.00	\$8.00	Mowers Est. Quantity: 5
27 Ton Crane	\$30.00	\$10.00	\$40.00	\$8.00	27 Ton Crane Est. Quantity: 1
Tractors	\$15.00	\$10.00	\$25.00	\$8.00	Tractors Est. Quantity: 3
Mobile Sweepers	\$20.00	\$5.00	\$25.00	\$8.00	Mobile Sweepers Est. Quantity: 7
Broce Brooms	\$20.00	\$10.00	\$30.00	\$8.00	Broce Brooms Est. Quantity: 3
Mobile Stage	\$20.00	\$10.00	\$30.00	\$8.00	Mobile Stage Est. Quantity: 1
Golf Cart/ATV	\$5.00	\$3.00	\$8.00	\$8.00	Golf Cart/ATV Est. Quantity: 6
Fuel Truck	\$20.00	\$10.00	\$30.00	\$8.00	Fuel Truck Est. Quantity: 1
Oil Distribution Trucks	\$25.00	\$10.00	\$30.00	\$8.00	Oil Distribution Trucks Est. Quantity: 2
Asphalt Patching Trucks	\$25.00	\$10.00	\$30.00	\$8.00	Asphalt Patching Trucks Est. Quantity: 4
Landscape Chem. Trucks	\$20.00	\$5.00	\$25.00	\$8.00	Landscape Chem. Trucks Est. Quantity: 1
Paint Striping Trucks	\$20.00	\$10.00	\$30.00	\$8.00	Paint Striping Trucks Est. Quantity: 2
Additional Misc. Yard Equipment	\$20.00	\$10.00	\$30.00	\$8.00	Additional Misc. Yard Equipment (such as cement mixers, welders, pumps, trailers compressors, sprayers, and small misc. equipment.)

1 Ton and under (Car or Truck)						
Title	Unit Price	Qty	UofM	Total Price	Description	Bidder Notes
Exterior Detail	\$35.00	1	each	\$35.00	Exterior Detail	
Interior Detail	\$20.00	1	each	\$20.00	Interior Detail	
Engine Clean	\$25.00	1	each	\$25.00	Engine Clean	
Oxidation, overspray, tar and oil Removal (incl. pick up & delivery)	\$95.00	1	hour	\$95.00	Oxidation, overspray, tar and oil Removal (incl. pick up & delivery)	Includes Hot Water & Chemicals needed.

FLEETWASH INC, 2844 W WELDON AVE, PHOENIX, AZ 85017

1 Ton and Over						
Title	Unit	Qty	UofM	Total	Description	Bidder Notes
	Price			Price		
1 Ton and Over	\$95.00	1	hour	\$95.00	Including boot and tar trucks, other large specialty vehicles. Includes exterior oil, tar and grease removal.	Includes Hot Water and Chemicals Needed.
Pickup Truck						
Title	Unit	Qty	UofM	Total	Description	Bidder Notes
	Price			Price		
Pickup Truck	\$95.00	1	hour	\$95.00	Pickup Truck (Includes exterior oil, tar and grease removal and/or interior detail)	Included Hot Water and Chemicals needed.

PRICING SHEET: NIGP CODE 92893

Vendor Number: 2011003424 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2016 2017.**

TOUCH OF CLASS MOBILE DETAILING SERVICES, LLC, 8027 W FOREST GROVE AVE, PHX AZ 85043

COMPANY NAME: Touch of Class Mobile Detailing Services, LLC.

DOING BUSINESS AS (DBA) NAME: Touch of Class Mobile Detailing Services, LLC.

MAILING ADDRESS: 8027 W Forest Grove Ave, Phoenix AZ 85043

REMIT TO ADDRESS: 8027 W Forest Grove Ave, Phoenix AZ 85043

TELEPHONE NUMBER: 602-446-3490

FACSIMILE NUMBER: _____

WEB SITE: _____

REPRESENTATIVE NAME: Alfonso E Tovar

REPRESENTATIVE TELEPHONE NUMBER: 602-446-3490

REPRESENTATIVE E-MAIL: touch.of.class@ymail.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

FUEL COMPRISES (if section for fuel price adjustment is located in the solicitation document) 10% OF TOTAL BID AMOUNT

PAYMENT TERMS:

☒ NET 10 DAYS

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Mini Vans	\$6.40	\$5.90	\$14.90	\$7.90	Mini Vans Est. Quantity: 1
Full Size Vans	\$6.40	\$5.90	\$14.90	\$7.90	Full Size Vans Est. Quantity: 4
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2 1/2 Trucks	\$8.40	\$4.90	\$14.90	\$7.90	2 1/2 Trucks Est. Quantity: 24
10 Wheel Dump Truck	\$17.90	\$4.90	\$24.90	\$7.90	10 Wheel Dump Truck Est. Quantity: 7
Semi End Dump Trucks	\$19.90	\$4.90	\$24.90	\$7.90	Semi End Dump Trucks Est. Quantity: 2

TOUCH OF CLASS MOBILE DETAILING SERVICES, LLC, 8027 W FOREST GROVE AVE, PHX AZ 85043

Water Trucks	\$11.90	\$4.90	\$19.90	\$7.90	Water Trucks Est. Quantity: 22
Transport Trucks	\$19.90	\$4.90	\$24.90	\$7.90	Transport Trucks Est. Quantity: 3
Trailers (when requested)	\$19.90	\$0.00	\$19.90	\$0.00	Trailers (when requested) Est. Quantity: 23
Graders	\$24.90	\$9.90	\$34.90	\$7.90	Graders Est. Quantity: 10
Backhoes	\$24.90	\$9.90	\$34.90	\$7.90	Backhoes Est. Quantity: 9
Loaders	\$29.90	\$9.90	\$39.90	\$7.90	Loaders Est. Quantity: 6
Dozers	\$29.90	\$9.90	\$39.90	\$7.90	Dozers Est. Quantity: 3
Auger, Derrick	\$29.90	\$9.90	\$39.90	\$7.90	Auger, Derrick Est. Quantity: 1
Mowers	\$19.90	\$9.90	\$29.90	\$7.90	Mowers Est. Quantity: 5
27 Ton Crane	\$29.90	\$9.90	\$39.90	\$7.90	27 Ton Crane Est. Quantity: 1
Tractors	\$14.90	\$9.90	\$24.90	\$7.90	Tractors Est. Quantity: 3
Mobile Sweepers	\$19.90	\$4.90	\$24.90	\$7.90	Mobile Sweepers Est. Quantity: 7
Broce Brooms	\$19.90	\$9.90	\$29.90	\$7.90	Broce Brooms Est. Quantity: 3
Mobile Stage	\$19.90	\$9.90	\$29.90	\$7.90	Mobile Stage Est. Quantity: 1
Golf Cart/ATV	\$4.90	\$2.90	\$7.90	\$7.90	Golf Cart/ATV Est. Quantity: 6
Fuel Truck	\$19.90	\$9.90	\$29.90	\$7.90	Fuel Truck Est. Quantity: 1
Oil Distribution Trucks	\$24.90	\$9.90	\$29.90	\$7.90	Oil Distribution Trucks Est. Quantity: 2
Asphalt Patching Trucks	\$24.90	\$10.90	\$29.90	\$7.90	Asphalt Patching Trucks Est. Quantity: 4
Landscape Chem. Trucks	\$19.90	\$4.90	\$24.90	\$7.90	Landscape Chem. Trucks Est. Quantity: 1
Paint Striping Trucks	\$19.90	\$9.90	\$29.90	\$7.90	Paint Striping Trucks Est. Quantity: 2
Additional Misc. Yard Equipment	\$19.90	\$9.90	\$29.90	\$7.90	Additional Misc. Yard Equipment (such as cement mixers, welders, pumps, trailers compressors, sprayers, and small misc. equipment.)
1 Ton and under (Car or Truck)					
Title	Unit Price	Qty	UofM	Total Price	Description
Exterior Detail	\$34.90	1	each	\$34.90	Exterior Detail
Interior Detail	\$19.90	1	each	\$19.90	Interior Detail

TOUCH OF CLASS MOBILE DETAILING SERVICES, LLC, 8027 W FOREST GROVE AVE, PHX AZ 85043

Engine Clean	\$24.90	1	each	\$24.90	Engine Clean
Oxidation, overspray, tar and oil Removal (incl. pick up & delivery)	\$64.90	1	hour	\$64.90	Oxidation, overspray, tar and oil Removal (incl. pick up & delivery)
1 Ton and Over					
Title	Unit Price	Qty	UofM	Total Price	Description
1 Ton and Over	\$64.90	1	hour	\$64.90	Including boat and tar trucks, other large specialty vehicles. Includes exterior oil, tar and grease removal.
Pickup Truck					
Title	Unit Price	Qty	UofM	Total Price	Description
Pickup Truck	\$64.90	1	hour	\$64.90	Pickup Truck (Includes exterior oil, tar and grease removal and/or interior detail)

PRICING SHEET: NIGP CODE 92893

Vendor Number: 2011000226-0

Certificates of Insurance Required

Contract Period: To cover the period ending June 30, 2016.

REMOVED EFF. 05/23/16

MOBILE FLEET WASHING SERVICES

1.0 INTENT:

The intent of this solicitation is to provide mobile fleet washing services for Maricopa County Departments at various locations throughout the Metropolitan area.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.9 and 2.10, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any work.

2.0 SCOPE OF SERVICES:

2.1 TECHNICAL REQUIREMENTS:

- 2.1.1 The service shall consist of fleet washing for our County-owned equipment, primarily at County site(s) using contractor furnished equipment and labor on a scheduled basis (every other week). Additionally, County fleet that routinely transports petroleum products, paint or landscaping chemicals shall be cleaned on a cab only basis.
- 2.1.2 The contractor will provide all water for fleet washing.
- 2.1.3 Contractor's mobile wash system must meet or exceed the following specifications:
 - 2.1.3.1 Soap solution pumps shall operate at a minimum of 1,000 PSI.
 - 2.1.3.2 Rinse water system shall operate at a minimum of 800 PSI.
 - 2.1.3.3 The Contractor will provide a water recovery plan for the County site(s). This plan will illustrate the means for recovering water at the County site and ensuring that the City waste water system or County retention is not utilized. Wastewater will not be allowed to run off site or to pool on-site (after washing is complete for the day). The Contractor will have a sand and oil separator water recovery system at the site. This system must collect all effluent wastewater used during the washing process. All cleaning products used by the Contractor when discharged into the on-site interceptor, shall meet the City of Phoenix code for sewer discharge limitations.
- 2.1.4 To comply with EPA regulations, the Contractor must identify all products used in the performance of the fleet washing services. The contractor will use only biodegradable soaps and cleaners at County sites. No acids, caustics or solvents can be used at a County site.

CONTRACTOR MUST PROVIDE, WITH THE SOLICITATION, LABELS AND MATERIAL SAFETY DATA SHEETS (MSDS) FOR ALL CLEANING PRODUCTS THAT WILL BE USED. AFTER AWARD OF CONTRACT, ANY CHANGES IN CLEANING PRODUCTS USED BY THE CONTRACTOR SHALL BE REVIEWED AND APPROVED BY MARICOPA COUNTY.

2.2 FLEET:

- 2.2.1 Fleet must be cleaned to remove all grease, mud and grime, and asphalt. Exterior fleet body surfaces shall be washed by hand or with soft brushes every other week. Fleet interiors and engine compartments of the fleet shall be cleaned only if requested by County Site Representative(s). Fleet interiors will be vacuumed and free of dust. Engine

compartments will be cleaned to remove grease, mud and grime. In order to ensure safe visibility, glass surfaces must be finished. This includes removing all detergent film and drying. Glass and mirror surfaces will be 100% streak and spot free.

- 2.2.2 Fleet shall be washed exclusively at the Contractor's site: Fuel Trucks, Oil Distribution Trucks, Asphalt Patching Trucks, Landscape Chemical Trucks and Paint Striping Trucks. (Fleet listed on pricing sheet)
- 2.2.3 Contractor will leave a list of fleet washed with the County Site Representative at a specified box at each County Site immediately upon completion of washing. The County Site Representative will approve or disapprove the washing invoice
- 2.2.4 The County will pay only for the number of fleet actually washed on a per wash basis. Bidders should not assume the total number of fleet assigned to each site will be available for washing every week. In addition, the number of fleet assigned to a particular site may change to accommodate County operations
- 2.2.5 Wash operations shall not interfere with normal service center operations or traffic flow.
- 2.2.6 The washing schedule must be met by the Contractor. If an unforeseen emergency prohibits the Contractor from maintaining the established schedule, the County Site Representative(s) must be notified twenty-four (24) hours in advance and agree with a reschedule date. If rainy weather prohibits the scheduled washing, the Contractor shall contact the County Site Representative(s) to arrange for washing on the following week. Any rescheduling due to an unforeseen emergency, weather or maintenance is strictly at the option of the County Site Representative(s). The County Site Representative may elect to cancel washing entirely for that week or for the number of missed fleet.

2.3 COUNTY SITE LOCATIONS

The Fleet shall be washed on site, in place by the Contractor at the following locations:

SOUTHWEST YARD –

26449 West Maricopa County (MC) Highway 85, Buckeye, Arizona 85326
(300 yards East of Oglesby Road/ SR 85)
Phone Number 932-0245
Fax Number 932-4152

NORTH YARD - 9601 N 21st Drive, Phoenix, Arizona 85021 (FCD)

(19th and Mountain View, South of Peoria)
Phone Number 678-1011
Fax Number 331-5498

NORTHWEST YARD - 12975 W. Bell Road Surprise, AZ 85374

(Dysart Road and Bell Road)
Phone Number 254-5701 or 583-1384
Fax Number 252-1364

NORTHEAST YARD -

41835 W. New River Road
New River, AZ 85087
Phone Number 569-2633 or 569-2622
Fax Number 569-1176

DURANGO COMPLEX - 2901 West Durango Street, Phoenix, Arizona 85009

(Administration Building)
Phone Number 506-6685
Fax Number 506-3939

DURANGO COMPLEX - 2909 West Durango Street, Phoenix, Arizona 85009
(Traffic Operations Building)
Phone Number 506-4180
Fax Number 506-3785

DURANGO COMPLEX - 2919 West Durango Street, Phoenix, Arizona 85009
(South Operations Building)
Phone Number 506-8286
Fax Number 506-8138

DURANGO COMPLEX - 2801 West Durango Street, Phoenix, Arizona 85009
(Flood Control Operations Building)
Phone Number 506-4107
Fax Number 506-8866

EAST MESA YARD - 5211 E. Main, Mesa, Arizona 85213 (FCD)
(Apache Trail and Higley Road)
Phone Number 854-0403
Fax Number 854-0931

2.4 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.5 INVOICES AND PAYMENTS:

2.5.1 The Contractor shall submit ONE (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

2.5.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.5.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

- 2.5.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.6 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.7 FUEL COST PRICE ADJUSTMENT:

- 2.7.1 This provision provides for limited increased or decreased costs of motor fuels (fuels) used to perform services under this Contract. This provision does not apply to burner fuel (i.e. propane, natural gas, fuel oil, used motor oil). It applies to motor fuel only. Fuel cost adjustments may be either positive or negative. A positive fuel cost adjustment will result in an increase in payments to Contractor while a negative fuel cost adjustment will result in a decrease in payments to Contractor.
- 2.7.2 This provision is intended to minimize risk to both parties to this Contract due to fuel cost fluctuations that may occur during the term of this Contract. This provision is not designed to estimate actual quantities of fuel used in providing services under this Contract, but to provide a reasonable basis for calculating a fuel cost adjustment based on average conditions.
- 2.7.3 Application of this provision will come into effect upon Contractor submittal of a fuel cost adjustment request. A request may be submitted only when the increased cost of fuel, established as a percentage of total contract price (base fuel cost) upon award of this Contract, exceeds ten (10%) percent of the base fuel cost. The Contractor may request a fuel surcharge no more than four (4) times annually, during the month(s) of March, June, September and December. The request must be submitted no later than the tenth (10th) of the month. Any surcharge shall be effective the first of the following month after receipt and approval. The date of County approval of a fuel cost adjustment request shall become the base date for any future Contractor adjustment requests.
- 2.7.4 Contractor shall include, as part of its price bid, the percentage of total contract price fuel represents (e.g., fuel cost equals 10% of Contractor cost) (see also, Attachment A, Vendor Information). This percentage will represent and establish the base fuel cost for this Contract. The base fuel cost shall be established as the due date for submission of proposals for this Contract. All subsequent fuel cost adjustments shall be based upon the date the County approves a Contractor's request for fuel cost adjustment (e.g. fuel cost adjustment approved by County on January 1, 2006, January 1, 2007 becomes base date for any next Contractor request for adjustment).
- 2.7.5 Fuel Cost Application Requirement. The Contractor must provide documentation including type of motor fuel and fuel invoices with price of the fuel used in providing services under this Contract, from the month bids were due and the month of the cost adjustment request, with any fuel cost adjustment application. The fuel cost adjustment application must be completed with all applicable data, and signed by the Contractor.
- 2.7.6 The fuel surcharge shall be based on the current quarterly index of the West Coast (PADD5) Diesel (On-Highway)-All Types or Reformulated Areas Gasoline compared to the previous quarterly index period as reported on the Energy Information Administration (EIA) website: <http://www.eia.doe.gov/>

2.7.7 The computation of the fuel surcharge amount shall be determined as follows:

2.7.7.1 The fuel cost component from Attachment A (Vendor Information) of the Contract with Maricopa County, multiplied by the percent of change indicated by the EIA report from the previous index period.

2.7.7.2 Upon agreement by the County to the surcharge, the County shall issue written approval of the change prior to any adjusted invoicing submitted for payment.

2.7.7.3 The surcharge shall be added as a separate line item to the invoice.

2.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you **do** wish to grant access to any contract that may result from this Request for Proposal.

2.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of Three (3) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to,

attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

3.4.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.4.3 The scope of this indemnification does not extend to the sole negligence of County.

3.5 INSURANCE:

3.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

3.5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.9 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

3.5.10 Workers' Compensation:

3.5.10.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

3.5.10.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

3.5.11 Certificates of Insurance.

3.5.11.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.11.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

3.5.11.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

3.5.12 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 ORDERING AUTHORITY.

3.7.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).

3.7.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.7.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.7.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.8 REQUIREMENTS CONTRACT:

3.8.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.8.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

3.8.3 Contractors agree to accept verbal notification of cancellation from the Office of Procurement Services Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.10 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only

after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.11 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, additionally if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

3.13 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.14 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.15 SUBCONTRACTING:

3.15.1 The Contractor may not assign a Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.15.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

3.17 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

3.17.1 In accordance with section MCI 367 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine copy and make use of, any and all said materials.

3.17.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.18 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.19 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of the Contract.

3.20 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.21 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the County and the Contractor.

3.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

3.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

3.22.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

3.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

3.22.1.4 Have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

3.22.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

3.22.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

3.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

3.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.24.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~**3.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:**~~

~~3.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~3.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

3.25 CONTRACTOR LICENSE REQUIREMENT:

3.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

3.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.26 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

3.26.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

3.26.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

3.27 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.